

652.246-70

652.246-70 Commercial Warranty.

As prescribed in 646.710-70, insert the following clause in solicitations and contracts for commercial supplies or services awarded and performed outside the United States.

COMMERCIAL WARRANTY (JUL 1988)

The Contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the Contractor gives to any customer for such supplies or services. The rights and remedies provided herein are in addition to and to not limit any rights afforded to the Government by any other clause of this contract.

(End of clause)

PART 653—FORMS

Sec.

653.000 Scope of part.

Subpart 653.1—General

653.101 Requirements for use of forms.

653.101-70 Policy.

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Subpart 653.2—Prescription of Forms

653.200 Scope of subpart.

653.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, OF's 347, 348).

653.213-70 DOS Forms (OF-206, OF-206A, OF-127, DST-1918, DST-1919, DST-1920).

653.217 Special contracting methods.

653.217-70 DOS form DS-1921, Award/Modification of Interagency Acquisition Agreement.

653.219 Small business and small disadvantaged business concerns.

653.219-70 DOS form DS-1910, Small Business/Labor Surplus Area Review—Actions Above the Simplified Acquisition Threshold.

Subpart 653.3—Illustrations of Forms

653.300 Scope of subpart.

653.303 Agency forms.

653.302.127 Optional Form 127, Receiving and Inspection Report.

653.302.206 Optional Form 206, Purchase Order, Receiving Report and Voucher.

653.302.206A Optional Form 206A, Purchase Order, Receiving Report and Voucher—Continuation Sheet.

653.303-DS-1771 Department of State form (DS) 1771, Contractor Evaluation Statement.

653.303-DST-1089 Department of State Form 1089, Order—Supplies or Services.

48 CFR Ch. 6 (10-1-98 Edition)

AUTHORITY: 40 U.S.C. 486(c); 22 U.S.C. 2658.

SOURCE: 53 FR 26180, July 11, 1988, unless otherwise noted.

653.000 Scope of part.

This part prescribes DOSAR forms in addition to those provided in FAR Part 53.

Subpart 653.1—General

653.101 Requirements for use of forms.

653.101-70 Policy.

The forms in FAR subpart 53.2 or in subpart 653.2 shall be used as prescribed therein, except when the use of any form is prohibited by or inconsistent with local laws, or the supplies or services could not be obtained if the form were used. The contracting officer shall justify the exclusion of any form in accordance with FAR subpart 1.4 and 601.470.

653.110 Continuation sheets.

The provisions of FAR 53.110 also apply to forms prescribed in the DOSAR.

Subpart 653.2—Prescription of Forms

653.200 Scope of subpart.

This subpart prescribes or references optional and DOS forms for use in acquisition. Consistent with FAR 53.200, this subpart is arranged by subject matter, in the same order as and keyed to the parts of the DOSAR in which the form usage requirements are addressed.

653.213 Simplified acquisition procedures (SF's 18, 30, 44, 1165, OF's 347, 348).

653.213-70 DOS Forms (OF-206, OF-206A, OF-127, DST-1918, DST-1919, DST-1920).

As provided in 613.505-2 and 613.505-70, the following forms are prescribed for use in simplified acquisitions, delivery orders, and blanket purchase agreements:

(a) Optional Form (OF) 206, Purchase Order, Receiving Report and Voucher, and Optional Form (OF) 206A, Continuation Sheet. OF-206 and OF-206A are

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prescribed for use by overseas contracting activities in lieu of the OF-347 and OF-348, as specified in 613.505-2(a).

(b) Optional Form (OF) 127, Receiving and Inspection Report. OF-127 is prescribed for use by overseas contracting activities as a receiving report when using the OF-206, as specified in 613.505-2(b). The OF-127 may be used as a receiving report in conjunction with other contract forms (e.g., SF-26, SF-33) by both domestic and overseas contracting activities.

(c) DST-1918, Purchase Order File. DST-1918 is prescribed for use in recording and documenting relevant data pertaining to open market simplified acquisitions, as specified in 613.505-70.

(d) DST-1919, Deliver Order File. DST-1919 is prescribed for use in recording and documenting relevant data pertaining to delivery orders issued against GSA mandatory and non-mandatory schedule contracts, as well as Department of State and other agency contracts, as specified in 613.505-70.

(e) DST-1920, Blanket Purchase Agreement (BPA) File. DST-1920 is prescribed for use in recording and documenting relevant data pertaining to Blanket Purchase Agreements, as specified in 613.505-70.

[59 FR 66773, Dec. 28, 1994, as amended at 60 FR 39663, Aug. 3, 1995]

653.217 Special contracting methods.

653.217-70 DOS form DS-1921, Award/Modification of Interagency Acquisition Agreement.

As prescribed in 617.504-70(b)(5)(i), DS-1921 is prescribed for use when

awarding or modifying Economy Act Interagency Acquisition Agreements where the Department is the requesting agency.

[59 FR 66773, Dec. 28, 1994]

653.219 Small business and small disadvantaged business concerns.

653.219-70 DOS form DS-1910, Small Business/Labor Surplus Area Review—Actions Above the Simplified Acquisition Threshold.

As prescribed in 619.501(c), DS-1910 is prescribed for use in documenting set-aside decisions.

[59 FR 66773, Dec. 28, 1994, as amended at 60 FR 39663, Aug. 3, 1995]

Subpart 653.3—Illustrations of Forms

653.300 Scope of subpart.

This subpart contains illustrations of forms prescribed in the DOSAR but not illustrated in FAR Subpart 53.3.

653.303 Agency forms.

This section illustrates the DOS forms that are specified by the DOSAR for use in acquisitions. The forms are illustrated in numerical order. The subsection numbers correspond with the DOS form numbers.

**653.302.127 OPTIONAL FORM 127,
RECEIVING AND INSPECTION REPORT**

RECEIVING AND INSPECTION REPORT		METHOD OF ACQUISITION		DOCUMENT NUMBERS		
		<input type="checkbox"/> PURCHASED <input type="checkbox"/> RENTED <input type="checkbox"/> CONSTRUCTED <input type="checkbox"/> LOANED <input type="checkbox"/> DONATED <input type="checkbox"/> INVENTORY OVERAGE <input type="checkbox"/> (OTHER) APPROPRIATION ALLOTMENT OBJECTIVE CLASS		REPORT NO. P.O. NO. REQUISITION NO. TRANSFER AUTHORITY NO. CONTRACT NO. JOB NO.		
RECEIVED FROM NAME AND ADDRESS						
POINT OF SHIPMENT		GBL NO.				
ITEM NO.	DESCRIPTION (Include Terms of Acceptance on Loans, Donations, Etc.)	QUANTITY	UNIT	UNIT PRICE	AMOUNT	
CERTIFICATE OF RECEIPT				INSPECTOR'S CERTIFICATE		
I HEREBY CERTIFY THAT ALL ITEMS LISTED ABOVE WERE RECEIVED, INSPECTED AND ACCEPTED.				<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL <input type="checkbox"/> OVER <input type="checkbox"/> SHORT <input type="checkbox"/> DEFECTIVE MATERIAL		
NAME (Type or Print)		OFFICE SYMBOL		(USE REVERSE FOR COMMENTS)		
SIGNATURE		DATE				

50127-102 NSN 7540-00-138-9185

OPTIONAL FORM 127
REV. JANUARY 1982
STATE - AID - USICA

Department of State

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653.302.206 OPTIONAL FORM 206, PURCHASE ORDER,
RECEIVING REPORT AND VOUCHER

Form approved by Comptroller General, U.S. March 19, 1953		PURCHASE ORDER, RECEIVING REPORT AND VOUCHER (For use in foreign countries only)		D.O. Vou. No.	
Department or Establishment U. S.				Bu. Vou. No.	
Prepared at (place) (date)				Purchase Order No.	
Purchaser THE UNITED STATES GOVERNMENT, DR.				PAID BY	
Seller (Payee)					
Address of seller					
Contract No. (dated)					
Order is hereby placed with the above-named seller for the articles or services described below, to be furnished:					
To _____ at _____					
ITEM NOS.	ARTICLES OR SERVICES	QUANTITY	UNIT PRICE Cost Per		AMOUNT
Use continuation sheet(s) if necessary -					
Ordering Officer (Signature)		Approp.	Funds Available:		
		Allot.			
Name:		Obl. No.	Name:		
Title:		Amt.	Title:		TOTAL
I certify that the ordered items listed were received on _____ (date) except as follows:		PAYMENT: <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final		Amount billed, as per attached bill(s) Differences Amount verified correct for Prepayment Audit (Signature or initials)	
Signature					
Name:					
Title:					
Approved for \$		Pursuant to authority vested in me, I certify this voucher correct and proper for payment.			
Exchange rate to \$		Signature of Authorized Certifying Officer			
		Name:			
		Title:			
ACCOUNTING CLASSIFICATION					
Fund	Allotment	Oblig. No.	Paying Office	Date Paid	Object
					Amount
P Check No. dated , 19 , for \$ on Treasurer of United States.					
A Check No. dated , 19 , for on					
D Cosh on 19 Payee					
B Title of Payee:					
Y					

OPTIONAL FORM 206
(FORMERLY FS-455)
MARCH 1979
DEPT. OF STATE

50206-101

IMPORTANT NOTICE TO SELLER

1. The entering office is exempt from taxes.
2. The invoices must be submitted in two copies. Carriers' invoices covering transportation and/or accessorial services shall show on the original the following certification statement, manually signed by the vendor or his authorized representative and dated: "I certify that the above bill is correct and just and that payment therefor has not been received."
3. The order number shown in the upper right hand corner of this purchase order must be shown on your invoices.
4. All communications concerning this order must refer to order number and be addressed to the originating office.
5. Discount terms, if any, must be shown on all bills.

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Form approved by
Comptroller General, U. S.
March 19, 1958.

U. S. _____ of Bureau Vou. No. _____
(Department or establishment) Purchase Order No. _____

[illegible]

U.S. GOVERNMENT PRINTING OFFICE : 1975 O-579-102

50208-201

**653.303-DS-1771 DEPARTMENT OF STATE FORM (DS) 1771,
CONTRACTOR EVALUATION STATEMENT
DEPARTMENT OF STATE**

WASHINGTON, D.C. 20520

CONTRACTOR EVALUATION STATEMENT

(If additional space is required, continue on blank paper, referencing items by number)		Date Prepared
NOTE: The information contained on this form is for the internal use of the Department of State and shall not be disclosed outside the Department except as authorized by the Assistant Secretary of State for Administration		
TO: Chief Contract Section OPR/ST/P, Room 530, 5A6 Washington, D.C. 20520		FROM: (Name and location of program office)
Name and Address of Contractor		Contract No.

I. EVALUATION OF CONTRACTOR'S PERFORMANCE

1. Explain the contractor's performance as compared to the requirements of the statement of work and its proposal, including quantity, quality, and timeliness of work done.
2. Explain relationship of contractor's personnel to the Department and other parties involved in the performance of the contract. (Did contractor's personnel conduct themselves in a professional and businesslike manner? Did they respond in a constructive way for problems and difficulties as they arose? Was there stability in the leadership and personnel assigned to the contractor or were there numerous changes?)
3. Did contractor report on progress in a timely and thorough manner as called for by the contract?
☐ Yes ☐ No (Explain)
4. Did contractor perform within the cost structure of the contract? ☐ Yes ☐ No (Explain)
5. To what extent was the final product of the contractor, including data and conclusions, responsive to the stated purpose of the contract?
6. How do you rate the contractor's overall performance?
☐ Excellent ☐ Satisfactory ☐ Less Than Satisfactory (Explain)
7. Do you recommend that the contractor be used again? ☐ Yes ☐ No (Explain)

II. EVALUATOR

Typed name and title of Technical Project Officer	Signature	Date Signed
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III. APPROVAL (By Deputy Assistant Secretary/Major Office Director)

Typed name and title of approving official	Signature	Date Approved
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FORM DS-1771
3-78

653.303

DEPARTMENT OF STATE
WASHINGTON, DC 20520
ORDER — SUPPLIES OR SERVICES
(Subject to terms and conditions on reverse side)

DEPARTMENT OF STATE
WASHINGTON, DC 20520

ORDER — SUPPLIES OR SERVICES
Subject to terms and conditions on reverse side

Page of Pages

FORM DST - 1099-4-81

ORIGINAL CONTRACTOR

TERMS AND CONDITIONS APPLICABLE TO PURCHASE ORDER

Note: If a contract number is shown, Terms and Conditions of the applicable contract shall apply to this Delivery Order which is issued pursuant thereto.

1. **INSPECTION AND ACCEPTANCE** - Inspection and acceptance will be at destination, unless otherwise provided. Until delivery and acceptance, and after any rejection, risk of loss will be on the Contractor unless loss results from negligence of the Government.

2. **VARIATION IN QUANTITY** - No variation in the quantity of any item called for by this contract will be accepted unless such variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified elsewhere in this contract.

3. **DISCOUNTS** - (a) Time discounts will be computed from: (1) date of delivery of the supplies to carrier when delivery and acceptance are at the point of origin, (2) date of delivery at destination or port of embarkation, when delivery and acceptance are at either of those points, or (3) date a proper invoice or voucher is received in the office specified by the Government, if the latter date is later than the date of delivery. (b) Payment will be deemed to have been made on the date which appears on payment checks.

4. **DISPUTES** - (This contract is governed by the Contract Disputes Act of 1978 (Public Law 95-563 "the Act"). The Act provides administrative procedures for the submittal, analysis, negotiation, and if necessary, litigation of claims relating to this contract. The parties to this contract must comply with certain time restrictions on rendering of contracting officer decisions on claims, and on the appeal of those decisions. Further details on the rights and remedies under the Act may be found in the Federal Procurement Regulations at 1-1.318.4.

5. **FOREIGN SUPPLIES** - This contract is subject to the Buy American Act (41 U.S.C. 101 a-d) as implemented by Executive Order 10582 of December 17, 1954, and any restrictions in appropriation acts on the procurement of foreign supplies.

6. **CONVICT LABOR** - In connection with the performance of work under this contract, the Contractor agrees not to employ any person undergoing sentence or imprisonment except as provided by Public Law 89-176, September 10, 1965 (18 U.S.C. 4062(c) (2)) and Executive Order 11775, December 29, 1973.

7. **OFFICIALS NOT TO BENEFIT** - No member of or Delegate to Congress or resident commissioner, shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom; but

this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

8. **COVENANT AGAINST CONTINGENT FEES** - The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fees, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this contract without liability or in its discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9. **FEDERAL, STATE, AND LOCAL TAXES** - Except as may be otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties in effect on the date of this contract but does not include any taxes from which the Government, the contractor or this transaction is exempt. Upon request of the Contractor, the Government shall furnish a tax exemption certificate or similar evidence of exemption with respect to any such tax not included in the contract price pursuant to this clause. For the purpose of this clause, the term "date of this contract" means the date of the contractor's quotation or, if no quotation, the date of this Purchase Order.

10. **SERVICE CONTRACT ACT OF 1965, As Amended** (Service contracts not exceeding \$2,500) - Except to the extent that an exemption, variation, or tolerance would apply pursuant to 29 CFR 4.6 if this were a contract in excess of \$2,500, the Contractor and any sub-contractor hereunder shall pay all of his employees engaged in performing work on the contract not less than the minimum wage specified under section 6(a) (1) of the Fair Labor Standards Act of 1938, as amended. All regulations and interpretations of the Service Contract Act of 1965 expressed by 29 CFR Part 4 are hereby incorporated by reference in this contract.

11. The following terms and conditions are applicable to purchases in excess of \$2,500: (a) Employment of the Handicapped - Federal Procurement Regulation, Temporary Regulation 38, dated May 26, 1976. (b) Contract Work Hours and Safety Standards Act - Overtime Compensation Section - Federal Procurement Regulation 1-12.303. (c) Service Contract Act of 1965 - (Services contracts in excess of \$2,500) Federal Procurement Regulation 1-12.904-1.

MARKING INSTRUCTIONS

CONTAINERS OR PACKAGES shall be plainly marked to show the order number, brief description of contents, including form number, if any, quantity and vendor's name.

Receiving clerk may reject any deliveries which do not bear such identification.

SHIPPING DOCUMENTS AND CORRESPONDENCE

All shipping documents and correspondence pertaining to this order (except invoices as stated below) shall be referred or forwarded to

the person and organization who signed the order. Such documents MUST refer to the departments order number.